

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

**AND**

**THE GOVERNMENT OF CANADA**

**ON EMERGENCY MANAGEMENT COOPERATION**

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA and THE GOVERNMENT OF CANADA** (the Parties),

**RECOGNIZING** the importance of strengthening cooperation in emergency management in relation both to natural and man-made incidents, emergencies and disasters;

**DESIRING** to strengthen cooperation between their two countries so as to be able to more effectively prepare for, prevent, protect against, respond to, recover from and mitigate such events;

**HAVE AGREED** as follows:

**ARTICLE 1**

Consultative Group

1. The Parties shall establish a Canada - United States Consultative Group on Emergency Management Cooperation.
2. The structure, membership and terms of reference of the Consultative Group shall be initially as set forth in Annex A, which does not form an integral part of this Agreement.
3. The Consultative Group shall meet annually or as agreed by the Parties.

## ARTICLE 2

### Principles of Cooperation

1. Subject to the domestic laws of the Parties, the following principles of cooperation are intended to be used as a guide by emergency management authorities:
  - (a) Nothing in this Agreement shall derogate from the application of Canadian law in the territory of Canada or United States law in the territory of the United States of America. However, the authorities of either Party may request the assistance of the other Party in seeking appropriate alleviation if the normal application of law in either country might lead to delay or difficulty in the rapid execution of necessary emergency management measures.
  - (b) The Parties shall seek to ensure that in areas of common concern, plans for the emergency use of personnel, equipment, supplies, commodities, systems and services shall, where feasible and practicable, be consistent with principles set out in this Agreement.
  - (c) Each Party shall use its best efforts to facilitate the movement of evacuees, emergency personnel, equipment or other resources into its territory or across its territory when it is agreed that such movement will facilitate emergency operations by both Parties.
  - (d) In times of emergency, for the purposes of emergency relief, each Party shall use its best efforts to ensure that those citizens or residents of the other country present in its territory are treated, with respect to health and welfare services, in a manner no less favorable than its own citizens or residents.

- (e) Each Party shall use its discretionary powers as far as possible to avoid a levy of any federal government tax on the services, equipment and supplies of the other country when the latter are engaged in emergency activities in the territory of the other, and shall use its best efforts to encourage state, provincial and local authorities to do likewise.
- (f) When transportation, communications and related facilities and equipment which are subject to the control of one Party are made available for emergency use to the other Party, the Parties shall use their best efforts to ensure that the charges to the using Party do not exceed those paid by similar agencies of the Party making these resources available. To this end, the Parties shall work out mutually acceptable arrangements, as necessary. Each Party shall use its best efforts to encourage state, provincial and local authorities to do likewise.
- (g) Each Party shall plan for adequate security and care for the personnel, equipment and resources of the other Party entering its territory by mutual arrangement in pursuance of emergency activities. Each Party shall use its best efforts to ensure the return of personnel, equipment, and resources of the other Party. Each Party shall use its best efforts to encourage state, provincial and local authorities to do likewise.
- (h) The Parties may, by mutually acceptable arrangement, provide that transportation and other equipment originating in the territory of one Party but located in the territory of the other Party at the onset of an emergency be temporarily employed by the appropriate authority of the Party in which the equipment is located.
- (i) The Parties may by mutually acceptable arrangement provide that perishable or other readily consumable supplies located in the territory of one Party at the time of an emergency, but owned by persons or entities in the territory of the other Party, be disposed of by the appropriate authorities for the two Parties.

- (j) Each Party shall promote awareness of and encourage emergency management cooperation among state, provincial and local authorities. Each Party shall, in so far as consistent with federal plans and policies, also encourage and facilitate cooperative emergency arrangements among state, provincial and local authorities on matters falling within their competence.

2. All activities undertaken pursuant to this Agreement shall be subject to the availability of funds. Each Party shall bear the costs of its own participation, unless other arrangements are made with the mutual consent of the Parties.

### ARTICLE 3

#### Existing Agreements and Commitments

The Parties shall ensure that all plans for comprehensive emergency management cooperation relating to this Agreement are consistent with the obligations of the Parties under the North Atlantic Treaty and other applicable agreements. In particular, the Parties shall ensure that all emergency management plans and arrangements relating to situations of declared or undeclared hostilities:

- (a) provide necessary, appropriate and timely emergency management support for the defense of North America;
- (b) enable the Parties to meet their obligations under the North Atlantic Treaty and other applicable agreements and arrangements including those for the joint defense of North America; and
- (c) mitigate the effects of any armed attack on the civilian populations of the Parties.

## **ARTICLE 4**

### **Comprehensive Nature**

This Agreement is intended as a comprehensive agreement on emergency management. To this end, from time to time and as necessary, the Parties, through the Consultative Group, shall:

- (a) review existing arrangements between the Parties related to emergency management to ensure consistency with the principles embodied in this Agreement;
- (b) as appropriate, inform competent officials of the Parties as well as officials of state, provincial, local and other authorities of such arrangements;
- (c) as appropriate, consult with state, provincial, local and other authorities to promote consistency of all emergency management agreements and arrangements with the principles of this Agreement, and, to the extent possible, make available such agreements and arrangements to the appropriate authorities at their federal, state, provincial or local administrations.

## **ARTICLE 5**

### **Amendments**

The terms of the Agreement may be reviewed at any time at the request of either Party. This Agreement may be amended by the agreement of the Parties. These amendments shall be made in accordance with the internal legal procedures of each of the Parties.

**ARTICLE 6**

Entry into Force and Termination

- (a) This Agreement shall enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties notify each other of the completion of their internal procedures necessary for the entry into force of this Agreement. Upon entry into force, this Agreement shall supersede the *Agreement between the Government of Canada and the Government of the United States of America on Cooperation in Comprehensive Civil Emergency Planning and Management* done at Ottawa on 28 April 1986, as amended.
- (b) Each Party may terminate this Agreement by so notifying the other Party through diplomatic channels, giving six months' written notice.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.

DONE in duplicate at Washington, this 12<sup>th</sup> day of December 2008, in the English and French languages, each version being equally authentic.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF  
CANADA:



## **ANNEX A**

### **ARRANGEMENT ON THE STRUCTURE AND MANDATE OF THE CONSULTATIVE GROUP REFERRED TO IN ARTICLE 1 OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON EMERGENCY MANAGEMENT COOPERATION**

#### **CONSULTATIVE GROUP ON EMERGENCY MANAGEMENT COOPERATION**

##### **1. STRUCTURE AND REPRESENTATION**

- (a) A representative from each of the Department of State and the Department of Homeland Security, for the United States, and a representative from each of the Department of Foreign Affairs and International Trade and the Department of Public Safety and Emergency Preparedness, for Canada, are to act as co-chairs of the Consultative Group.
- (b) The Consultative Group should also include one representative from the Federal Emergency Management Agency of the Department of Homeland Security, one representative from the Agency for International Development, one representative from the Department of Defense, and one additional representative each from the Department of Homeland Security and the Department of State, for the United States.
- (c) The Consultative Group should also include one additional representative from the Department of Foreign Affairs and International Trade and the Department of Public Safety and Emergency Preparedness, and one representative from the Department of National Defence, for Canada
- (d) Representatives of other Canadian or United States government departments or agencies may participate as deemed appropriate by the Consultative Group.

## 2. TERMS OF REFERENCE

- (a) The Consultative Group described in this arrangement is intended to assist in administering the Agreement between the Government of the United States of America and the Government of Canada on Emergency Management Cooperation (the Agreement),
- (b) The Consultative Group:
  - (i) should consider means of emergency management cooperation;
  - (ii) should recommend to the Government of Canada, and to the Government of the United States, actions to be taken regarding the development of studies, the exchange of information, and the development and coordination of plans and recommendations, including, as appropriate, suggestions for amendments to the Agreement or any Annex, or the formulation of additional Annexes;
  - (iii) should encourage, support, and facilitate, where appropriate, emergency management cooperation and mutual assistance among provinces, states and local authorities;
  - (iv) should foster mutual assistance between Canada and the United States by facilitating, as appropriate, the prompt entry into and exit from their respective territories of personnel, equipment, resources, and services involved in cooperative programs covered under the Agreement, subject to the applicable laws of each country;
  - (v) may establish joint functional and/or regional working groups to carry out specific tasks;
  - (vi) should seek to work cooperatively with, and facilitate information exchange among, regional working groups, committees or other bodies involved in emergency management.

- (vii) should facilitate the authorized exchange of information relative to preparedness, prevention, protection, response, recovery, mitigation, and assistance regarding emergency management;
- (viii) may, by mutual consent, invite other federal, provincial, state or local authorities, as well as representatives of the private sector, voluntary sector and non-governmental organizations, to meetings of the Consultative Group and/or the established working groups, as appropriate;
- (ix) may, by mutual consent, invite representatives of foreign governments to meetings of the Consultative Group and/or established working groups, as appropriate, and;
- (x) as far as possible, should alternate the hosting of meetings between the United States and Canada.

**3.** The Co-chairs of the Consultative Group may, consistent with the limits of the Agreement, add to or change this arrangement on structure and management. The changes should be confirmed by written correspondence between the Participants.

**4.** The present arrangement takes effect on the date of entry into force and in accordance with the terms of the Agreement.